

TOWN OF WARREN, RHODE ISLAND



REQUEST FOR PROPOSALS

Jamiel's Park Skate Rink Repair & Restoration

DEADLINE FOR SUBMISSION: July 27, 2016 @ 10:00 AM

The Town of Warren seeks sealed bids for the repair and restoration of the Jamiel's Park Skate Rink.

REQUEST FOR PROPOSAL

Town of Warren
514 Main Street
Warren RI 02885

Project Name: Jamiel’s Park Skate Rink
Closing Date: July 27, 2016
Closing Time: 10:00 A.M.

The Town of Warren reserves the right to award this project to the lowest qualified, evaluated and responsive bidder. The Town of Warren reserves the right to reject any and all bids or to accept the bid deemed in its best interest. The Town of Warren reserves the right to reject any bids at its discretion for reasons that could include, but not limited to, past performance from provided references, lack of proper equipment, lack of manpower to complete the project in a timely fashion. The Town of Warren is an equal opportunity provider.

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1. Purpose: The Town of Warren is seeking proposals to repair and restore the inline skate rink at Jamiel’s Park.

2. Award:

- 2.1 The Town reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the needs of the Town.
- 2.2 Upon submission of the responses to this RFP, the Town will evaluate and score the responses of the firms. The final evaluation and selection of a contractor will be made by the Town and submitted to the Town Council for approval.

3. RFP Documents: One (1) original and one (1) unbound copy of proposals should be mailed or hand delivered in a sealed and labeled envelope no later than the closing date and time, to the following location:

Town of Warren c/o Town Clerk
514 Main Street
Warren RI 02885
(401) 245-7340

4. RFP Organization/Submittal

- 4.1 All proposals must be submitted before the final closing date and time as shown on this RFP. Proposals received after the time set for receipt, will not be considered.
- 4.2 Mailed in proposals or hand delivered proposals are to be received in sealed envelopes with the word “BID” clearly printed on the envelop along with the name of the Proposer, Company, project name, and closing date plainly stated on the face of the envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated with responding to this RFP shall be borne by the Proposer.

- 4.3 Proposals shall be in original and hard copy. Facsimile proposals will not be accepted. Initial any and all corrections using pen and ink.
- 4.4 Proposals shall be straightforward, providing a concise description of the proposer’s ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 4.5 Failure to provide required data to allow for evaluation of proposal may be grounds for rejecting the RFP.
- 4.6 Inquiries should be submitted in writing to:
 - Town of Warren
 - Attn: John Massed, Director of Public Works
 - 514 Main Street
 - Warren RI 02885
 - Fax: 401-247-1770
 - Phone: 401-245-0200
 - Email: jmassed@townofwarren-ri.gov

5. Insurance and Other Required Documents:

- 5.1 Performance Bond: Upon acceptance of a contractor, said contractor will provide the Town with a Performance Bond equal to the cost of the project.
- 5.2 Insurance:
 - 5.2.1 Workers Compensation:
 - (A) State Statutory
 - (B) Employer Liability \$3,000,000.
 - 5.2.2 Comprehensive General Liability (Includes premises operation, Independent Contractor’s protective product and complete operations, broad form property damage.)
 - (A) Bodily Injury
 - \$3,000,000. Each person
 - \$3,000,000. Each occurrence
 - \$3,000,000. Annual aggregate
 - (B) Property Damage
 - \$3,000,000. Each person
 - \$3,000,000. Each occurrence
 - 5.2.3 Contractual Liability
 - (A) Bodily Injury
 - \$3,000,000. Each person
 - \$3,000,000. Each occurrence
 - (B) Property Damage
 - \$3,000,000. Each occurrence

6. Terms & Conditions:

- 6.1 Terms and conditions below will govern submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:
 - 6.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the Town of Warren in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
 - 6.1.2 Contract Format/Requirements: The resulting Town acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. The only valid conditions of the contract are the ones contained within this specification and proposal.
- 6.2 Contract Modifications: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the Town prior to executing any change.

- 6.3 Contract Assignment or Sublet: Resulting contract shall not be assigned, transferred, or sublet in whole or in part without the Town’s prior written approval.
- 6.4 Contract Termination: The Town may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.
 - 6.4.1 If the noncompliance is not cured within 30 days, the Town may terminate the contract.
 - 6.4.2 The Town reserves the right to terminate the contract for convenience by providing 60 days written notice to the contractor.
- 6.5 Contractor Liability: The contractor shall hold the Town harmless from damage to contractor’s property unless due to negligence on the part of Town’s personnel.
 - 6.5.1 Liens: The successful contractor shall keep the Town free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
 - 6.5.2 Indemnification: The successful contractor shall indemnify and hold the Town harmless from all claims and related expenses arising out of the contractor’s performance or failure of performance under the resulting contract.
- 6.6 Disclosure of Proposal Content: All proposals become a matter of public record once opened. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information.
- 6.7 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Rhode Island and venues in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in the State of Rhode Island.
- 6.8 Federal, State, and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses, and permits.
- 6.9 Town of Warren Rights: Should the contractor neglect to properly prosecute the work, or fail to perform any of the provisions of these specifications. The Owner, after giving written notice to the Contractor, may, without prejudice to any other remedies he may have, perfect the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.
- 6.10 Safety Requirements: All work shall be performed in a safe manner. The Contractor shall keep the premises free of any hazardous material or equipment. In all events where Town of Warren property and/or equipment is damaged by the Contractor’s employees, a full report of the facts and extent of damage shall be filed with the Warren Police Department within 24 hours of the event. Full access to the property shall be maintained, at all times, during this project.
- 6.11 Responsibility for Work: The Contractor shall be responsible for all damage to persons and/or property that occurs as a result of his fault or negligence in connection with the prosecution of the work.
- 6.12 Damage or Loss of Contractor’s Supplies and Contractor’s Employees’ Property: The Contractor is responsible for taking action to protect his supplies, materials and equipment and the personal property of his employees from loss, damage or theft.

7. RFP Status:

- 7.2 Effective Period: Proposals submitted must remain in effect for a period of ninety (90) days after the closing date. An award will be signed and issued within that time or negotiated for a later date.
- 7.3 Withdrawal of proposals: Proposals may be withdrawn at any time prior to the closing date; however, the Town reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of the RFP without the Town’s approval.

- 7.4 Changes: It shall be the proposer’s responsibility to bring to the attention of the Town any discrepancies in, omissions from, or errors in the documents, or enhancements which would be in the best interest of the Town, or if they are in doubt as to the meaning of any part of the RFP.
- 7.5 Examinations: Before submitting a proposal, contractor shall thoroughly examine the RFP as well as park location and otherwise be fully informed as to all existing conditions and limitations.
- 7.6 Modifications: Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with the RFP number, closing date, and project name clearly marked on the outside of the envelope will be accepted. Written confirmation must be received under the same signature as the original RFP, unless satisfactorily explained. All modifications are to be clearly numbered and dated as to determine the final one.

8. Specifications and Offer:

- 8.1 Scope of Work: It is the intention of the Town of Warren to repair and restore the 355 linear feet 1,888 sq. yd., inline skate rink. The location of the park will be at Jamiel’s Park, 150 Market Street, Warren RI 02885. The bid shall include labor, materials, and equipment, drainage if required, related amenities, and installation by a certified installer.
- 8.2 Prevailing Wage: This is a municipal project and all provisions of the Davis Bacon Act shall apply. The successful Bidder agrees to comply with the provisions of the federal Davis-Bacon Act as well as the provisions of the Rhode Island Prevailing Wage Act and all corresponding rules and regulations. The successful Bidder shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above cited laws.
- 8.3 Miscellaneous Specifications:
- 8.3.1 The bidding contractor will be solely responsible for the accuracy of all measurements and for estimating labor, equipment and materials required to satisfy these specifications.
 - 8.3.2 The equipment and surfacing material shall meet the most current Consumer Product Safety Commission Guidelines and the American Society for Testing Materials.
 - 8.3.3 Necessary utilities will be provided by the town of Warren to the site. Landscaping will not be completed at this time.
 - 8.3.4 After a notice to proceed is issued, ninety (90) days will be allotted to the contractor to complete this project.
- 8.4 Bid Contents: Furnish all labor, material and equipment to repair structural and random cracks using the Riteway Crack Repair in bituminous concrete surface and apply a three (3) coat acrylic surface system or an equal quality method.
- 8.4.1 Repair and Renovation shall include:
 - 1) Remove vegetation, if any, from the cracks and thoroughly clean the cracks with the use of brooms and air pressure.
 - 2) Install a base in the cracks as needed.
 - 3) Fill all cracks with a court patch binder or concrete depending on the width of the cracks.
 - 4) Install the four (4) membrane layers of Riteway Crack Repair System or equivalent, over filled cracks per manufacturer’s specifications.
 - 5) Sweep and air clean area to be surfaced.
 - 6) Apply two (2) coats of Latexit textured surface at a rate of approximately .05 gallon/SY per coat.
 - 7) Apply one (1) coat of Latexit finished applied at a rate of approximately .05 gallon/SY.

- 8) Layout, mask and stripe playing lines with a paintbrush using 100% acrylic textured line paint.
- 9) Remove masking tape and clean up general work area.

A detailed price sheet for each of these items must be provided.

8.5 Additional Response Items: Each proposal submitted must include the following:

- 1.) Color scheme (subject to approval by the DPW).
- 2.) Factory warranties and Product Liability information.
- 3.) Schedule of repair and restoration process after receipt of notice to proceed.
- 4.) A statement of Contractor competency including:
 - A list of present contracts, including dollar value, percentage of completion and the names of the owners involved.
 - A statement regarding any past, present or pending litigation.
 - A list of all equipment owned and maintained by the Contractor that will be used to complete this contract or has available as a contingency for completion of this contract.

9. Bid Form:

TO: Town of Warren
Office of the Town Clerk
514 Main Street
Warren, Rhode Island 02885

PROJECT: Jamiel's Park Skate Rink Repair & Restoration – July, 2016

DATE: _____

SUBMITTED BY: _____

ADDRESS OF BIDDER: _____

TELEPHONE NUMBER: _____

LICENSE # _____

BID

Having examined the place of work and all matters referred to in other sections of this document prepared by the Town of Warren, Public Works Department for the above mentioned project, we the undersigned, hereby propose to enter into a contract to perform the work for a total sum of:

(Numerical Sum)

(Written Sum)

ACCEPTANCE:

This bid shall irrevocably be open to acceptance for ninety (90) days from the bid closing date. If this bid is accepted by the Owner within ninety (90) days, we will:

- 1.) Furnish the required bonds and insurance certificates in compliance with the provisions of the instruction to bidder.
- 2.) Commence work in accordance with the approved schedule with a completion date no later than ninety (90) days from the date of the notice to proceed.

BID FORM SIGNATURES:

(Bidder's Printed Name)

By: _____
(Signature)

Title : _____

BID ITEMS TO BE ATTACHED

Price Detail (provide price for each item):

1. Remove vegetation, if any, from the cracks and thoroughly clean the cracks with the use of brooms and air pressure.
2. Install a base in the cracks as needed.
3. Fill all cracks with a court patch binder or concrete depending on the width of the cracks.
4. Install the four (4) membrane layers of Riteway Crack Repair System or equivalent, over filled cracks per manufacturer’s specifications.
5. Sweep and air clean area to be surfaced.
6. Apply two (2) coats of Latexit textured surface at a rate of approximately .05 gallon/SY per coat.
7. Apply one (1) coat of Latexit finished applied at a rate of approximately .05 gallon/SY.
8. Layout, mask and stripe playing lines with a paintbrush using 100% acrylic textured line paint.
9. Remove masking tape and clean up general work area.

Additional Items:

1. Color scheme (subject to approval by the DPW).
2. Factory warranties and Product Liability information.
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4. A statement of Contractor competency including:
 - A list of present contracts, including dollar value, percentage of completion and the names of the owners involved.
 - A statement regarding any past, present or pending litigation.
 - A list of all equipment owned and maintained by the Contractor that will be used to complete this contract or has available as a contingency for completion of this contract.